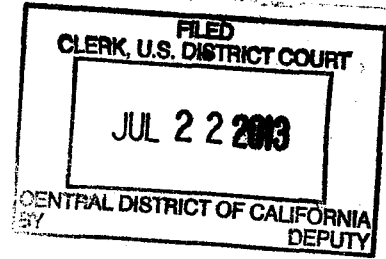


EXHIBIT Q

GAIMS, WEIL, WEST & EPSTEIN, LLP
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Attorneys for Harmony Gold USA, Inc.



UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

HARMONY GOLD-USA, INC., a
California corporation,

Plaintiff,

v.

HASBRO, INC., a Rhode Island
corporation; and Does 1 through 10,
inclusive

Defendants.

Case No. **CV13- 5268** JFW (JFWx)

COMPLAINT

COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 Plaintiff Harmony Gold-USA, Inc., alleges claims against Defendant Hasbro,
2 Inc., and DOES 1 through 10 (hereinafter collectively "Defendants") as follows:

3 **THE PARTIES**

4 1. Plaintiff Harmony Gold-USA, Inc., is a California corporation having
5 offices and its principal place of business at 7655 Sunset Boulevard, Los Angeles,
6 California 90046. It is doing business within the jurisdiction of this Court. Harmony
7 Gold, Ltd., a Hong Kong corporation, entered into some of the agreements referred
8 to in this Complaint and assigned all of its rights in said agreements, with the
9 exception of certain foreign television broadcast rights not relevant to this
10 Complaint, to Harmony Gold-USA, Inc. In this Complaint, "Harmony Gold" is used
11 to refer to Harmony Gold-USA, Inc. itself or as the assignee in place and stead of
12 Harmony Gold, Ltd.
13

14
15
16 2. Upon information and belief, Defendant Hasbro, Inc. ("Hasbro") is and
17 was at all times relevant hereto a Rhode Island corporation. Hasbro is doing
18 business within the jurisdiction of this Court.
19

20 3. The true names and capacities, whether individual, corporate or
21 otherwise, of defendants named herein as DOES 1 through 10 are presently
22 unknown to Harmony Gold, who therefore sues said defendants by such fictitious
23 names. Harmony Gold will seek to amend this complaint to allege the true names
24 and capacities of said defendants when it has ascertained such information.
25
26 Harmony Gold is informed and believes and on the basis of such information and
27

1 belief alleges that each defendant DOE 1 through 10 has participated in some or all
2 of the acts or conduct herein alleged and is liable to Harmony Gold by reason
3 thereof
4

5 JURISDICTION AND VENUE

6
7 4. This is an action for copyright infringement under the Copyright Act of
8 1976, as amended, 17 U.S.C. §§ 101 *et seq.*, and related claims for unfair
9 competition under the laws of the State of California and the common law. This
10 Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331,
11 1332, 1338, and 1367. By this action, Harmony Gold seeks injunctive relief and
12 damages against all Defendants.
13

14 5. This Court has personal jurisdiction over Defendants Hasbro and
15 DOES 1 through 10 because they conduct continuous, systematic, and routine
16 business within the State and within the County of Los Angeles. This Court also has
17 personal jurisdiction over Defendants as they have committed tortious acts within
18 the State, and/or have committed tortious acts outside California causing injury
19 within the State and derive substantial revenue from interstate commerce.
20
21

22 6. Venue is proper in this judicial district pursuant to
23 28 U.S.C. §§ 1391(b) and (c).
24
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FACTS

7. This action involves an infringement of Harmony Gold's rights – including the right to prepare derivative works, such as toys and other merchandise – in and to three animated television series that originated in Japan between 1982 and 1984. The subject television series (collectively, the "Series") are entitled: Macross, Episodes 1-36, which was telecast in 1982-83; Mospeada, Episodes 1-25, which was telecast in 1983-84; and The Southern Cross, Episodes 1-23, which was also telecast in 1983-84. The Series featured futuristic animation and mechanical robot characters, vehicles, and weaponry for extraterrestrial combat, including without limitation a vehicle known as the Veritech Fighter VF-1.

Tatsunoko Production Company, Ltd. ("Tatsunoko"), a Japanese corporation, is the exclusive author and owner of all worldwide copyrights, moral rights, and rights of publication of the Series, except for certain limited rights not related to this action which Tatsunoko granted to third parties. By agreement dated October 1, 1982, the three companies that originally contributed to the creation of the Series in Japan – K.K. Studio Nue, K.K. Big West, and Tatsunoko – agreed that with respect to the sale of the Series outside Japan, and all merchandising rights outside Japan, Tatsunoko was entitled to such sale and exploitation and was to be entitled to any and all proceeds by exploitation of such rights.

8. By agreement dated September 11, 1984 (the "1984 Agreement"), Tatsunoko granted to Harmony Gold, subject to certain exceptions not relevant to

1 Harmony Gold's claims asserted herein, exclusively and irrevocably the rights to
2 exploit the copyrights in the Series in the United States and certain other countries,
3 including but not limited to television broadcasting, merchandising exploitation,
4 theatrical and nontheatrical exploitation, video devices, sound recording devices and
5 publications, and to prepare derivative works based on, advertise, and otherwise
6 dispose of and exploit, the Series, and any and all versions, characters, stories,
7 settings, titles, music, sound track and effects, animation, artwork and all other
8 components thereof. The initial term of the 1984 Agreement was seven years.
9

10
11 9. After acquiring the rights to the Series from Tatsunoko in 1984,
12 Harmony Gold combined the three programs comprising the Series, and marketed
13 them to United States audiences under the title "Robotech."
14

15 10. Since 1984, Harmony Gold has used and exploited, and continues to
16 use and exploit, its rights in the Series in interstate commerce throughout the United
17 States and certain other territories throughout the world, directly and indirectly
18 through licensees, through among other things, television broadcasting; distribution
19 of videos; manufacture and sale of merchandise, including comic books, toys,
20 novels, games, and apparel.
21

22
23 11. On March 28, 1985, Tatsunoko and Harmony Gold registered the
24 Series for copyright with the U.S. Copyright Office.
25

26 12. On May 28, 1985, Harmony Gold recorded in the U.S. Copyright
27 Office a Short Form Assignment dated May 15, 1985 made subject to and in
28

1 confirmation of the exclusive and irrevocable rights granted to it in the 1984
2 Agreement. By so doing, Harmony Gold put all persons on constructive notice of its
3 rights in and to the Series.
4

5 13. By agreement dated March 15, 1991 (the "1991 Agreement")
6 Tatsunoko renewed the grant to Harmony Gold of the rights granted in the 1984
7 Agreement for an additional initial term of ten years, to include all worldwide
8 territories excluding only Japan and all other Asian territories.
9

10 14. On August 6, 1998, Tatsunoko and Harmony Gold entered into a
11 contract called Amendment to Main Agreement which renewed the grant to
12 Harmony Gold of the rights granted in the 1991 Agreement for a renewal term
13 through and including March 14, 2011.
14

15 15. From and after 1985, from time to time, Harmony Gold, together with
16 licensees, created and expressed derivative works in the form of toys based on the
17 Series and the Veritech VF-1 that appeared in the Series. Hereinafter the toys so
18 created and expressed and the Series, including without limitation the depiction and
19 expression of the Veritech VF-1 in the Series, are referred to collectively as the
20 "Copyrighted Works." Harmony Gold is the sole and exclusive owner of all rights
21 of copyright in the Copyrighted Works in the United States, and Harmony Gold's
22 licensees own no rights of copyright in the Copyrighted Works.
23
24

25 16. On March 20, 2008, Tatsunoko and Harmony Gold entered into a
26 contract called Amendment to Original Agreement which renewed the grant to
27
28

1 Harmony Gold of the rights granted in the 1991 Agreement for a renewal term
2 through and including March 14, 2021.
3

4 **CLAIM FOR RELIEF**

5 **(Copyright Infringement Under 17 U.S.C. §§ 101 *et seq.***
6 **Against All Defendants)**

7 17. Harmony Gold repeats and incorporates the allegations contained in
8 paragraphs 1 through 16 of this Complaint as though fully and completely set forth
9 herein.
10

11 18. Without Harmony Gold's authorization or consent, Defendants have
12 sold and distributed and continue to sell and distribute in the United States a toy in a
13 box labeled, "G.I. Joe and the Transformers ... The Epic Conclusion" (the "Hasbro
14 Toy") which infringes Harmony Gold's copyrights in the Copyrighted Works.
15

16 19. Unless permanently enjoined by Order of this Court, Defendants have
17 and will continue to offer for sale and distribution toys that infringe Harmony
18 Gold's rights, all to Harmony Gold's irreparable injury. As a result of Defendants'
19 acts of infringement, Harmony Gold is without an adequate remedy at law in that
20 damages are difficult to ascertain and, unless injunctive relief is granted as prayed
21 for herein, Harmony Gold will be required to pursue a multiplicity of actions.
22
23
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1 20. Harmony Gold has sustained, and will continue to sustain, substantial
2 pecuniary damage to the value of its exclusive rights in and to the Copyrighted
3 Works in that the previously described activities of Defendants have diminished and
4 will continue to diminish the revenues that Harmony Gold otherwise would receive.
5

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff Harmony Gold-USA, Inc. prays for relief against
9 Defendants, including without limitation Defendant Hasbro, Inc., as follows:
10

11 A. That Defendants, their agents, servants and employees and all persons
12 acting in concert with them be restrained and enjoined permanently from selling,
13 marketing, distributing, or otherwise disposing of any unauthorized toys or other
14 products that are based on the Copyrighted Works.
15

16 B. That Defendants be required to deliver upon oath all toys or other
17 products in their possession, held for sale or distribution, or otherwise under their
18 control, which infringe or which may have been used to infringe Harmony Gold's
19 exclusive rights under copyright to the Copyrighted Works; and that Orders for
20 Seizure in respect of the foregoing be issued out of this Court and that at the
21 conclusion of this action, the Court shall order all such material so held to be
22 surrendered to Harmony Gold or to be destroyed under 17 U.S.C. § 503, whichever
23 shall seem to this Court to be most just and proper.
24
25
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1 C. That Defendants be required to recall from any person or entity known
2 to them who purchased or received from Defendants any copies of any unauthorized
3 toys or other products based on the Copyrighted Works.
4

5 D. That Defendants be required to account for all gains, profits and
6 advantages derived from their acts of infringement and for their other violations of
7 law.
8

9 E. That Defendants be required to pay over to Harmony Gold the actual
10 damages suffered by Harmony Gold as a result of the infringement of Harmony
11 Gold's copyrights, and any profits of Defendants attributable to the sale or
12 distribution of toys and merchandise that infringes Harmony Gold's copyrights, and
13 to pay such damages to Harmony Gold as this Court shall deem to be just and
14 proper within the provisions of the Copyright Act or, in the alternative, at Harmony
15 Gold's election, statutory damages as set forth in 17 U.S.C. § 504.
16
17

18 F. For exemplary damages against Defendants in an amount sufficient to
19 punish and make a public example of Defendants, and to deter such wrongful
20 conduct in the future.
21

22 G. That Harmony Gold recover prejudgment interest.

23 H. That Harmony Gold recover its costs of suit incurred herein.

24 I. That Harmony Gold recover its attorneys' fees incurred in this action.
25
26
27
28

1 J. That Harmony Gold have such other and further relief as the Court
2 deems just and appropriate under the circumstances.
3

4 Dated: July 22, 2013

GAIMS, WEIL, WEST & EPSTEIN, LLP
BARRY G. WEST
MARC EPSTEIN
JESSE J. CONTRERAS

7
8 By: 

Jesse J. Contreras

Attorneys for Plaintiff Harmony Gold-USA, Inc.

11
12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff Harmony Gold-USA, Inc. hereby demands a trial by jury in this
15 action.

16 Dated: July 22, 2013

GAIMS, WEIL, WEST & EPSTEIN, LLP
BARRY G. WEST
MARC EPSTEIN
JESSE J. CONTRERAS

19
20 By: 

Jesse J. Contreras

Attorneys for Plaintiff Harmony Gold-USA, Inc.

GAIMS, WEIL, WEST & EPSTEIN, LLP
ATTORNEYS AT LAW
1875 CENTURY PARK EAST, 12th FLOOR, LOS ANGELES, CALIFORNIA 90067-2513
TELEPHONE (310) 407-4500

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge John F. Walter and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

CV13- 5268 JFW (JEMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Barry G. West (State Bar No. 55365)
 Marc Epstein (State Bar No. 61062)
 Jessé J. Contreras (State Bar No. 190538)
 Gaims, Weil, West & Epstein LLP
 1875 Century Park East, 12th Fl., L.A. CA 90067
 Phone: 213 300-1313; email: bgwest@gwwe.com; epstein@gwwe.com
 jcontreras@gwwe.com
 Attorneys for Plaintiff Harmony Gold-USA, Inc.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

HARMONY GOLD-USA, INC, a California
 corporation,

PLAINTIFF(S)

v.

HASBRO, INC., a Rhode Island corporation; and Does
 1 through 10,

DEFENDANT(S).

CASE NUMBER

CV13- 5268

JFW (DENX)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Jesse J. Contreras, whose address is Gaims, Weil, West & Epstein, LLP, 1875 Century Park East, 12th Fl., L.A., CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JUL 22 2013

Dated: _____

Clerk, U.S. District Court

JULIE PRADO

By: _____
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

Harmony Gold-USA, Inc. a California corporation

DEFENDANTS (Check box if you are representing yourself ☐)

Hasbro, Inc. a Rhode Island corporation; and Does 1 through 10, inclusive

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)Barry G. West (State Bar No. 55365); Marc Epstein (State Bar No. 61062);
Jesse J. Contreras (State Bar No. 190538); Gaims, Weil, West & Epstein, LLP
1875 Century Park East, 12th Floor, Los Angeles, CA 90067
Email: bgwest@gwwe.com; epstein@gwwe.com; Telephone: 213 300-1313**(b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
- ☒ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant
- ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding
- ☐ 2. Removed from State Court
- ☐ 3. Remanded from Appellate Court
- ☐ 4. Reinstated or Reopened
- ☐ 5. Transferred from Another District (Specify)
- ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☐ Yes ☒ No**MONEY DEMANDED IN COMPLAINT:** \$ _____**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Copyright infringement, 17 U.S.C. §§ 101 et seq.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> Habeas Corpus: 463 Alien Detainee	<input checked="" type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument		TORTS	<input type="checkbox"/> 535 Death Penalty	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	PERSONAL INJURY	PERSONAL PROPERTY	Other:	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	BANKRUPTCY	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY: Case Number:

CV13-5268

AFTER COMPLETING PAGE 1 OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED ON PAGE 2.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	State of Rhode Island

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
NOTE: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

*Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): _____ DATE: July 19, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code Abbreviation

Substantive Statement of Cause of Action

861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))